Contract No,

## INTERLOCAL AGREEMENT BETWEEN THE CITY ... COLLEGE STATION AND **BURLESON COUNTY**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment and supplies;

WHEREAS, the City of College Station (hereinafter referred to as "College Station"), and Burleson County (hereinafter referred to as "Burleson County"), desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services;

WHEREAS, College Station has two (2) surplus police car prison partition Progard 3B3104; and

WHEREAS, Burleson County is in need of such police car equipment; and

WHEREAS, it is deemed in the best interest of the participating governments that said governments do enter into a mutua... atisfactory agreement for the sale and purchase of the equip ment;

**NOV/ THEREFORE**, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

- 1. Within thirty (30) days of the effective date of this Agreement, Burleson County will pay ONE HUNDRED DOLLARS and NO/100 (\$100.00) and College Station will sell Burleson County two police car prison partition (Progard 3B3 104). After payment is received, Burleson County and College Station shall sch dule date and time convenient to both parties for a **Burleson** County representative to collect the equipment. Delivery will be F.O.B. College Static **m**, Texas.
- **Effective Date.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may **nodify** or terminate this Agreement as provided in Paragraph(s) 3 or 4.
- Modification. The terms and conditions of this Agreement may be modified upon the mutual consent of all par-tie's. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

Page 1 of 4 cullph\_netwarelvoll\user\lscott\coversheets\burleson county interlocal agreement partition.doc

- 4. **Termination.** This Agreement may be terminated by either party at any time, with 0: without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 7 herein.
- 5. Hold Harmless. College Station and Burleson County agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every hind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.
- 6. <u>Disclaimer of Warranty</u>. The sale and purchase of this equipment is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other hind and the buyer understands and agrees that the goods are sc Id "as is".
- 7. <u>Invalidity</u> ovision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other **tribunal** of competent jurisdiction, the validity, legality, and enforceability of the remaining **provisions** shall not in any way be affected or impaired thereby. The parties shah use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 8. <u>Written Notice.</u> Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**Burleson County:** 

Burleson County

Judol Bab Doonan 100 LD Buck St. Ste 306 Lidwell TX 17836

**College Station:** 

City of College Station, Department of Public Works

Attn: Larry Scott, Fleet Superintendent

2613 Texas Avenue

**P.O.** Box 9960

College Station, Texas 77842

- 9. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, state nents, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affec t or modify any of the terms or obligations hereunder.
- 10. Amendment. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
- 11. <u>Texas Law.</u> This Agreement has been made under and shall be governed by the laws of the State of Texas.

Page 2 of 4

- 12. Place of Performance | Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
- 13. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons execuring this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
- 14. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- 15. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 16. <u>Assignment.</u> This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 17. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

BURLESON COUNTY		CITY OF COLLEGE STATION
By: Bob Doonan  Printed Name: Bob Doonan  Title County Judge  D a t e 9-26-01		By: Lynn McIlhaney, Mayor Date:
ATT EST:		ATTEST:
Printed Name: Anna L. Schie Title: Burleson Co. Clerk Date: 9-26-01	lack	Connie Hooks, City Secretary Date:
· —		
	D 2	C 4
Contract No	Page 3 o	1 4

cullpy netwarelvoll/userlscott/coversheets/burleson quanty interlocal agreement partition.doc

APPROVED:

Thomas E. Brymer, City Manager